

1 **DOOR COUNTY TOURISM ZONE COMMISSION**
2 **2012 ENTITY AGREEMENT**
3 **Second Amendment**
4
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6 **AN AGREEMENT** entered into between the Door County Tourism Zone Commission a Commission
7 formed by intergovernmental agreement for the collection of room tax in multiple municipalities in
8 accordance with Wisconsin State Statute §66.0615 1(m) 4b 2 (hereinafter the "Commission") and a
9 tourism entity, the Door County Visitor Bureau (hereinafter the "Bureau") for the purpose of providing
10 staff, visitor center facilities, support services and assistance in developing and implementing programs
11 to promote and develop the tourism zone to visitors pursuant to Wisconsin Statutes §66.0615 1(m) 4b
12 4. This agreement is premised on the following:
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14 The tourism industry is a significant part of the economies of the tourism zone created by the re-
15 spective municipalities and the continued growth of tourism is necessary for the economic well
16 being of the entire community.
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18 The Bureau is a qualified tourism entity, as defined in Wisconsin Statutes §66.0615.
19

20 **THEREFORE**, it is agreed by the parties that the purpose of this agreement is to create a framework for
21 a cooperative working partnership between the parties. The parties agree that overall goal for this
22 agreement is to increase the number of overnight stays. The specific conditions of the agreement are as
23 follows:
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- 25 1. Pursuant to §66.0615 1(m) 4b 4, the Bureau is appointed the agent of the Commission to pro-
26 mote and develop tourism in the tourism zone.
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- 28 2. The Bureau shall provide an annual budget for funding service, materials, and media reasonably
29 necessary and proper to successfully promote, develop and attract tourism to the zone, including, but
30 not limited to such items and services as sales and marketing staff, visitor center staff, public relations
31 staff, promotional and advertising material, internet and web services, accounting services, administra-
32 tive services, facilities, supplies and equipment for the same. The Bureau shall contract for and direct
33 the marketing and tourism promotion efforts that are funded by the Door County Tourism Zone Com-
34 mission to the Commission's member municipalities.
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- 36 3. By December 1st of each year the Bureau shall submit to the Commission a budget, marketing
37 plan and performance measures for the following year. The Commission shall review and approve the
38 Bureau's annual budget and performance measures.
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- 40 4. The Commission shall disburse funds to the Bureau consistent with the budget adopted and
41 funds available for expenses incurred by the Bureau in furnishing such services and materials, which
42 disbursement shall be pursuant to the following provisions:
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 - 44 a. The Bureau and Commission acknowledge and agree that the approved annual budget of esti-
45 mated room tax collections is an estimate and the Commission has no obligation to reimburse
46 expenses of the bureau beyond the approved budget or the room tax revenue obtained and kept
47 by the Commission whichever is less.
48

1 b. The Commission shall distribute the 66% share of the monthly room tax revenues collect-
2 ed to the Bureau subject to the following conditions:

- 3 1. The Bureau provides the Commission with quarterly financial statements in suffi-
4 cient detail as determined by the Commission no later than 40 days after the end of
5 the quarter.
- 6 2. The Bureau provides the Commission with a copy of the Bureau's annual audit
7 itemizing the room tax revenues and expenses.
- 8 3. The Commission has sufficient cash reserves to pay the current and next month's
9 estimated expenses.

10
11 c. The Bureau shall assist the Commission in preparing the annual report to each municipali-
12 ty as required by statute. This report shall be submitted to the Commission annually by the date
13 established by the Commission each year and cover the preceding calendar year's activities.
14 This report by the Bureau shall include where the money received from the Commission was
15 spent and most importantly, the return on investment, what was gained from the room taxes in-
16 vested, the success in reaching the goals and objectives for the current year and the goals and
17 objectives for the coming year which have been mutually discussed and agreed to by both the
18 Commission and the Bureau.

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20 5. The initial term of this Agreement shall be concurrent with the term of the Tourism Zone Com-
21 mission Intergovernmental Agreement, effective May 1, 2007, and thereafter renew automatically on a
22 year-to-year basis unless either party to this Agreement, with at least six (6) months notice, declines the
23 renewal provision. The Commission recognizes that the Bureau will enter into contracts for tourism
24 marketing services based upon the on the authority granted the Bureau in this Agreement.

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26 6. The Commission and Bureau shall provide written notice of a dispute within a reasonable time
27 and after the event-giving rise to the dispute. The Commission and Bureau agree to negotiate any dis-
28 pute between them in good faith for a period of 30 days following such notice. The Commission and
29 Bureau may agree to submit any dispute to mediation or binding arbitration, but such mediation or ar-
30 bitration shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

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32 7. The various terms, provisions and covenants herein contained shall be deemed to be separate
33 and severable, and the invalidity or unenforceability of any of them shall not affect or impair the valid-
34 ity or enforceability of the remainder.

35
36 8. This agreement contains the entire understanding between the parties on the subject matter
37 hereof and not representations. Inducements, promises or agreements not embodied herein (unless
38 agreed in writing duly executed) shall not be of any force or effect, and this agreement supersedes any
39 other prior understanding entered into between the parties on the subject matter hereto.

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41 9. This Agreement, upon execution by both parties hereto, can be amended only by a written in-
42 strument signed by both parties. This agreement was first approved June 28, 2007 and amended on
43 January 14, 2009. This second amendment is effective on January 1, 2012 and approved on May 17,
44 2012.

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46 10. This Agreement is governed by the laws of the State of Wisconsin.

1 **DOOR COUNTY TOURISM ZONE COMMISSION**

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3 _____
4 Robert L. Kufrin, Chairperson

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6 _____
7 Elizabeth LeClair, Secretary

8 Approved by the Commission on: May 17, 2012

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10
11 **DOOR COUNTY VISITOR BUREAU**

12
13 _____
14 Chairperson

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16 _____
17 Secretary

18 Approved by the Bureau: May 15, 2012

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27 Robert L. Kufrin Last Saved By: Robert Kufrin Revision: 3